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Title Number ESX87445

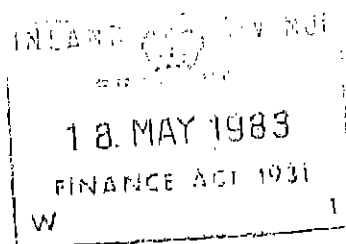
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H.M. LAND REGISTRY
LAND REGISTRATION ACTS, 1925 to 1971

TRANSFER OF PART



County : East Sussex
Title Number : EB 16536 ESX 87445
Property : 26 Lindfield Road Eastbourne

0254 April 1983 1. In pursuance of Section 104 of the Housing Act 1957 (as amended) and in consideration of the sum of Eleven thousand eight hundred and fourteen pounds

+ (£ 11,814) the receipt of which is hereby acknowledged THE COUNCIL OF THE BOROUGH OF EASTBOURNE (hereinafter called "the Council") as beneficial owner HEREBY TRANSFER to M ANUEL SANCHEZ and M ARIA SANCHEZ

both of 26 Lindfield Road Eastbourne East Sussex

+ (hereinafter called "the Purchaser") the land described in the First Schedule hereto (hereinafter called "the said property") TOGETHER WITH the rights referred to in the said First Schedule [EXCEPTING AND RESERVING unto the Council the rights set out in the Second Schedule hereto]

2. With the object and intention of affording to the Council a full and sufficient indemnity but not further or otherwise the Purchaser hereby covenants with the Council to observe and perform the covenants and conditions (if any) referred to in the Third Schedule hereto insofar as the same are still subsisting and are capable of being enforced

3. The Purchaser hereby covenants with the Council that he will observe and perform the conditions set out in the Fourth Schedule hereto and that he will not sell transfer or let or attempt to sell transfer or let the said property in breach of the said conditions

* 4. The Purchaser for himself and his successors in title hereby covenants with the Council [for the benefit of the adjoining land of the Council being the remainder of the land comprised in the above-mentioned title] [~~for the benefit of the remainder of the adjoining land of the Council~~ known as

*+ and each and every part thereof to the intent and so as to bind the said property into whosoever hands the same may come but not to render the Purchaser liable for any breach of covenant which may occur after he shall have parted with all interest in the said property that he the Purchaser will observe and perform the stipulations and restrictions set out in the Fifth Schedule hereto PROVIDED ALWAYS that the Council reserves the right to waive modify dispense with or otherwise vary any of such stipulations and conditions insofar as the same affect any particular Housing Estate of the Council upon which the said property is situated or any individual property thereat

5. The Council hereby apply to the Chief Land Registrar for the entry and the Purchaser hereby consents to the registration of the conditions set out in the Fourth Schedule hereto as a charge on the said property



6. It is hereby agreed and declared that

(i) where two or more persons are included in the expression "the Purchaser" covenants declarations and provisions expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and they shall purchase as beneficial joint tenants/~~tenants in common~~ and

(ii) words importing the masculine gender shall include the feminine gender and words in the singular shall include the plural

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceeds **£25,000**

THE FIRST SCHEDULE hereinbefore referred to

Description of the land hereby transferred (Clause 1 hereof)

- * The land shown and coloured pink [and green] on the plan annexed hereto together with the dwellinghouse and outbuildings (if any) erected thereon and known as
- + 26 Lindfield Road
- * Eastbourne aforesaid [being part of the land comprised in the title above referred to] [~~the walls on the North West and South East sides thereof being party walls~~] [the walls on the North West and South East sides thereof being party walls] [TOGETHER WITH full right and liberty in common with the Council or other the owner or occupier of adjoining premises and all persons lawfully authorised by them respectively from time to time and at all times hereafter to pass and repass ~~with or without private motor cars~~ [on foot only] over and along the piece or pieces of land coloured yellow on the said plan (the pieces of land coloured green and yellow on the said plan forming the site of an access way or passageway) for all lawful purposes in connection with the occupation and enjoyment of the said property the Purchaser and the Council and the persons deriving title under either of them being jointly responsible and paying a fair and rateable proportion of the expense of keeping the said access way or passageway in good order and condition] ~~[TOGETHER WITH]~~ [AND TOGETHER ALSO WITH] all rights or quasi-rights and easements or quasi-easements in the nature of drainage support passage of water and soil drip transmission of television or radio rediffusion and other privileges of a continuous nature heretofore used and enjoyed by the owners or occupiers of the said property in through or over the adjoining or adjacent properties now or formerly in the ownership of the Council as if the said property and such adjoining or adjacent properties had hitherto been in different ownership and such rights had been acquired by prescription [~~but excluding the right to use the communal television and radio aerial serving the Housing Estate on which the said property is situated~~]

THE SECOND SCHEDULE hereinbefore referred to

Exceptions and Reservations (Clause 1 hereof)

- * (1) The right for the Council or other the owners or occupiers for the time being of the adjoining premises to pass and repass ~~[with or without private motor cars]~~ [on foot only] over and along the said piece of land coloured green on the said plan for all lawful purposes in connection with the use and enjoyment of such adjoining premises
- (2) The right for the Council and the owners and occupiers of the adjoining or adjacent properties of free passage and running of water and soil by and through the channels drains pipes and sewers in or under the property and the right to use any pipes wires or cables for water gas or electricity television or radio rediffusion or reception therein or thereunder and of all other rights or quasi-rights and easements or quasi-easements in the nature of light air drainage passage of water and soil drip support and other privileges of a continuous nature hitherto used and enjoyed by such adjoining or adjacent properties in through or over the said property as if the said property and such adjoining or adjacent properties had hitherto been in different ownership and such rights had been acquired by prescription
- (3) The right for the Council its servants agents and contractors which right is extended to include the Southern Water Authority its servants agents and contractors at all reasonable times to enter upon the said property with or without workmen for the purpose of inspecting repairing cleansing maintaining renewing or relaying the said channels drains pipes sewers wires or cables or of repairing any building now or hereafter erected on any adjoining property or any of the fences or outbuilding thereto
- (4) Notwithstanding anything to the contrary hereinbefore contained there shall be expressly excepted from the grant any absolute or indefeasible right to the free passage of light and air through any windows or openings in any building now standing or hereafter to be erected on

any part of the said property and any such use of light or air over any adjoining property of the Council shall be deemed to be with the consent and by the leave and licence of the Council

(5) Without prejudice to Clause (1) hereof the right of free passage and running of water (and of soil through the soil water drain) by and through the drains laid in or under the said property or by and through the drains to be laid from any other properties of the Council which may be connected to such drains

(6) See below

THE THIRD SCHEDULE hereinbefore referred to

The entries referred to in the Property/Proprietorship and Charges Register of the before mentioned Title in so far as the same are still subsisting and affect or relate to the said property

(6) The full and free right for the Council and its successors in title and licencees and such other persons as the Council may from time to time so authorise to place erect fit attach fix lay and maintain all wires cables poles brackets fixtures fittings repeater kiosks and other similar equipment in on over along over to and/or against the property for the diffusion of messages broadcast programmes and entertainments (including television programmes) broadcast from any authorised broadcasting station and to use renew inspect repair maintain or remove such wires cables poles brackets fixtures fittings repeater kiosks and other similar equipment Together with the right of entry on the property for the purpose of exercising such rights (the Council or its successors in title or such other persons as aforesaid making good at their own expense and as soon as reasonably possible all damage occasioned thereby) and it is hereby declared that the purchaser shall be entitled to the benefit of such similar rights as are or may be reserved under any Conveyances by the Council of other properties adjoining or neighbouring the property in so far as such rights may be requisite for the reception of the aforesaid messages broadcast programmes and entertainment on or at the property

THE FOURTH SCHEDULE hereinbefore referred to

Conditions imposed by this Transfer applicable for a period

of five years from the date hereof (Clause 3 hereof)

1. IF during the period of five years immediately following the date hereof the purchaser shall dispose of the said property or any part thereof then on demand by the Council the Purchaser shall be liable to pay to the Council an amount calculated in accordance with Clause 2 hereof
 2. THE amount payable under Clause 1 hereof shall be the total discount given to the Purchaser by the Council but reduced by 20 per cent of that total discount for each complete year which has elapsed since the date hereof
 3. In this Schedule "the total discount" shall mean the sum of Six thousand and eighty-six Pounds (£ 6,086)
 4. A disposal of the said property or any part thereof shall mean
 - (a) A transfer of the freehold or
 - (b) The grant of a lease for a term of more than twenty-one years otherwise than at a rack rent
- But that a disposal in pursuance of an order under Section 24 of the Matrimonial Causes Act, 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or a vesting in a person taking under a will or on an intestacy is not a disposal for the purposes of Clause 1 hereof
5. In this Schedule the expression "The Purchaser" shall include his successors in Title

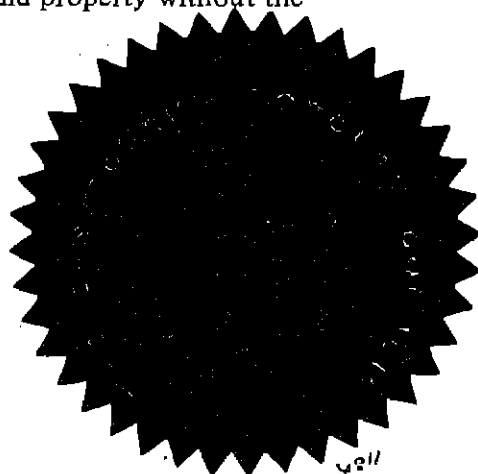
THE FIFTH SCHEDULE hereinafter referred to

Other Covenants and Conditions imposed by the Transfer hereby made
(Clause 4 hereof)

- (1) To use the said property only as a single private dwellinghouse and in particular but without prejudice to the generality of the foregoing not to carry on or conduct therefrom any trade or business without the prior consent in writing of the Council
- (2) Not to do or permit or suffer to be done upon the said property or upon any right of way thereto hereby granted nor to keep or permit or suffer to be kept thereon anything which might be or become or cause any nuisance or annoyance to the Council or the occupiers of neighbouring property
- (3) To the satisfaction of the Borough Surveyor for the time being of the Council (hereinafter called the "Borough Surveyor") to maintain the structural and external decorative state of the said property in a good and satisfactory state and condition
- (4) Not without the prior consent in writing of the Borough Surveyor to erect any structure within the curtilage of the said property nor to make any structural alteration or addition thereto and in particular but without prejudice to the generality of the foregoing not to make any other alteration or addition to the said property which might alter the external appearance of the buildings erected thereon
- (5) Not to erect or permit or suffer to be erected on the said property or any part thereof any advertisement board or hoarding without the prior consent in writing of the Borough Surveyor
- (6) To the satisfaction of the Borough Surveyor to maintain in good repair order and condition the boundary hedges walls and/or fences to the said property as marked 'T' inwards (if any) on the plan hereto annexed all other boundary hedges walls and/or fences being hedges walls or fences the cost of maintenance of which is to be borne in equal proportion between the Purchaser and the Council or other the owners of the said property and any adjoining property
- (7) The said property and also the adjoining property shall have the right to and be subject to the burden of the user of all existing drains and sewers in or under the property for the benefit of any existing or future buildings on the said property or the adjoining property respectively subject to the liability of each person making use of any such drain or sewer to contribute a fair and rateable proportion of the expenses of the repair renewal reconstruction or enlargement thereof whenever necessary from the point of his inlet to the outfall
- (8) The spouts fall pipes and water pipes which serve the said property and the adjoining property jointly shall be maintained and repaired and the cost thereof borne in a fair and rateable proportion by the Purchaser and the Council or the persons deriving title under either of them
- (9) Not without the prior consent in writing of the Borough Surveyor to park or station or permit or allow any visitor to the said property to park or station any vehicle caravan boat or the like within the curtilage of the said property
- (10) Not without the prior consent in writing of the Borough Surveyor to erect or permit the erection on any chimney forming part of the said property or the said property and other property jointly any aerial or other apparatus for the reception or transmission of radio or television

- * ~~(11) No fence gate or other kind of structure shall be erected neither shall any hedge be grown on the boundaries of that part of the said property between [the road] and [the footpath] upon which the property abuts and the line shown coloured blue on the said plan~~
- * ~~(12) The Housing Estate on which the said property is situated being served by a communal aerial not to erect any external television or radio aerial on the said property without the prior consent in writing of the Borough Surveyor~~

THE COMMON SEAL OF)
 THE COUNCIL OF THE BOROUGH)
 OF EASTBOURNE was hereunto)
 affixed in the presence of:—)



Una E. Solchi Sanchez

Mayor

Anton G. Smith

Borough Secretary

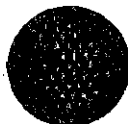
SIGNED SEALED AND DELIVERED)

by the said MANUEL)

SANCHEZ)

in the presence of:—)

X MS M. Sanchez



Signature

A pombo

3 WILLARD CLOSE

EASTBOURNE

Signature

COOK

SIGNED SEALED AND DELIVERED)

by the said MARIA)

SANCHEZ)

in the presence of:—)

X MS Maria Sanchez



Signature

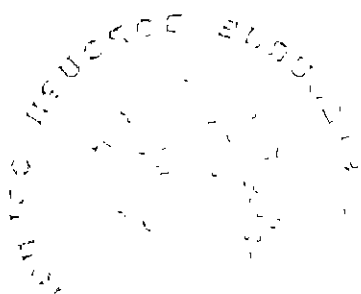
A pombo

3 WILLARD CLOSE

EASTBOURNE

Signature

COOK





Lindfield School

ESK 87445

Signed on behalf of Eastbourne
Borough Council

Una E. S. Sanchez
Mayor.

Antony Jones
Borough Secretary.



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EASTBOURNE BOROUGH COUNCIL

SALE OF COUNCIL HOUSES

Nº 26, LINDFIELD ROAD.

DEED Nº 648 MS X *Una E. S. Sanchez*
MS X *Maria Sanchez*

SCALE	1:1250	
DRAWING NO.	JOB NO.	SERIAL NO.
	TP3/9	82253 S
DRAWN BY DATE		F.A.R. 9/11/82
A.S. HAMILTON R.I.B.A. DIRECTOR OF TECHNICAL SERVICES 68 GROVE ROAD, EASTBOURNE, BN21 4UH		